

2007

A G R E E M E N T

between

THE CITY OF NEW BRUNSWICK

and

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 23A, INC.

JANUARY 1, 1991

THROUGH

DECEMBER 31, 1992

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AGREEMENT, made this day of , 1992, by and between, the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City", and the Policemen's Benevolent Association Local No. 23A, Inc., hereinafter referred to as the "Employee".

ARTICLE 1

Purpose

It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the City of New Brunswick and the Policemen's Benevolent Association Local No. 23A, Inc. and to insure sincere bargaining, establish proper standards of salary, working conditions, hours and other conditions of employment; to present the rights and duties of the City and Employee; to provide for the resolving of legitimate grievances all in order that proper service shall be expedited and established in the best interest of the people of the City of New Brunswick and its Employees. The continuous efficiency and excellence of the Police Department shall be considered foremost at all times by both parties of this agreement.

ARTICLE 11

Recognition

The City recognizes the Policemen's Benevolent Association Local No. 23A, Inc. as the exclusive collective bargaining representative for the ranks of Sergeant, Lieutenant, and Captain. This article does not apply to the rank of Police Officer.

The City recognizes the right of the Policemen's Benevolent Association No. 23A, Inc. to request that the City of New Brunswick collect dues from the paychecks of the ranks of Deputy Chief of Police, Chief of Police and Director of Police.

ARTICLE 111

Duration of Agreement

The City and the Employees agree that the duration of this agreement shall be for a period of two (2) years commencing January 1, 1991 and ending December 31, 1992.

ARTICLE IV

Discrimination

This City and the Employees both recognize that there shall be no discrimination by reason of sex, age, creed, race, origin as far as any application for employment or job or as a condition for employment. This City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Policemen's Benevolent Association Local No. 23 nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representatives of the City in the appropriate bargaining unit.

ARTICLE V

Standards of Service

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees, schedule work; take disciplinary action; relieve its employees from duty because

of lack of work or for any other legitimate reasons, maintain the efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its missions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City's decision on those matters are not within the scope of collective bargaining, but notwithstanding the above questions concerning the practical impact that decisions on these matters have on employees, such as questions of workload or manning are within the scope of collective bargaining. However, no employee shall be disciplined or discharged without just cause.

ARTICLE VI

Sick Time

SECTION 1. SICK LEAVE

Each member shall be granted one and one-quarter sick days per month for a total of fifteen days per year up to the time of commencement of terminal leave (see Section 4 below). Unused sick time shall be cumulative up to the level of 175 days for purposes of "terminal leave". Such accumulation shall be known as "regular accumulated sick leave". The PBA and the City will mutually establish accumulated levels of sick leave time as of December 31, 1988. Any member having an accumulation of sick leave in excess of 175 days as of December 31, 1988, shall be "red-circled" or "capped" at such accumulation. Thereafter, sick time accumulation shall be handled in the following manner:

a. At the end of each calendar year, each member shall make an election to accumulate the unused portion of his/her annual sick leave allotment for use as "excess accumulated sick leave", or receive payment for one-half of the unused portion with the other one-half being banked for future use as excess accumulated sick leave. Members who have not yet accumulated 175 days of regular accumulated sick leave time will have his/her entire unused allotment of sick time accrue as regular accumulated sick time. If, through the use of regular accumulated sick leave, a member's level has dropped below 175 days or capped totals as of December 31, 1988, his/her unused sick leave will accrue as regular accumulated sick leave until the level of 175 days or capped total as of December 31, 1988 is once again established at which time he/she shall once again use the election process mentioned earlier.

b. Members shall be compensated for ordinary short-term illness or injury (not meeting the criteria as established in Article VI, Section 3 Major Illness) by charging such time against excess accumulated sick leave. If insufficient excess accumulated sick time is not available, members may use regular accumulated sick leave. If such use reduces levels below 175 days or the capped total as of December 31, 1988, such levels may be re-established by accruing unused sick leave time each year until previous levels (175 or capped) of regular accumulated sick leave are attained.

c. At the City's option, a member may sell back accumulated, unused sick leave days at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year.

d. Any member of the Department who reports in for duty and subsequently reports off duty due to illness within four hours from shift start will be charged against sick time only those hours actually not worked. Members who report off sick after this four hour limit will not lose any sick time.

e. Whenever certification of illness is required to be made by the City appointed physician under the terms of this Article, said physician's decision shall be final.

SECTION 2. SERVICE CONNECTED DISABILITIES

Service connected disabilities shall be treated in the following manner:

a. Members who are injured while in the performance of duty or who sustain an illness directly related to the performance of duty, will be qualified under the provisions of the Worker's Compensation Act of N. J., but will receive full pay and associated benefits for up to one year.

b. Such time will not be chargeable under sick time regulations.

c. Any service connected disability may be verified by police reports and/or verified by the City appointed physician or Worker's Compensation Panel physicians if required by the City.

d. Any Worker's Compensation checks received by members during this one-year period shall be endorsed over to the City by the member.

e. If the member is judged by the City physician or Worker's Compensation physician to be able to perform light duty, the member will report for light duty or incur a loss of benefits under this section.

SECTION 3. MAJOR ILLNESS

Major illness is defined as an illness or injury which is not service related and which requires hospitalization for six (6) or more days, or non-elective surgery, or an ailment or contagious disease requiring a leave of thirty (30) or more days which would render a member unfit for light duty.

a. Any member who is not working due to a major illness as defined above, for a period up to one (1) year, will not be charged sick time.

b. Members who suffer a major illness, as defined above, shall request as soon as possible, a letter from the attending physician, indicating the type of illness or injury and recommended recuperative time. This letter shall be sent to the Chief/Director of Police.

c. Verification of the recommended recuperative time must be made by a City appointed physician, and when the recuperative time is completed, the officer shall return to duty. An officer failing to return to duty after completion of such recuperative time shall have sick time deducted for each day he/she fails to return to duty. A case may be reevaluated by a City appointed physician every thirty (30) calendar days. If a third medical opinion is necessary, it is to be paid by the City.

d. The employee shall receive full pay during the periods of major illness as defined above.

SECTION 4. LIGHT DUTY

Light Duty is defined as any duty which may be required of an officer which will not exceed his/her physical limitations, as imposed by illness or injury.

SECTION 5. TERMINAL LEAVE

Upon the establishment of a retirement date and eligibility for retirement, members shall be entitled to payment for regular accumulated sick time, if termination occurs while in good standing, at a daily rate equal to the salary of said member at the commencement of terminal leave. Such payment shall be known as "terminal leave" and shall be paid as follows:

a. Members will receive payment for one-half of the total amount of regular accumulated sick leave in regular payroll increments until one-half of the total regular accumulated sick leave has been paid.

b. Payment for the other one-half of the total amount of regular accumulated sick leave shall be made by lump sum on the day of termination of employment or the end of the nearest pay period thereafter.

c. The heirs, assigns or designees of a member whose employment is terminated by death, while in good standing, shall receive the payments as set forth in Section 5, paragraphs (a) and (b) of this Article OR PARAGRAPH d., WHICHEVER APPLIES. *Richard J. [Signature]*

d. The following conditions shall apply to members hired after 1 November 1990: These members shall be entitled to receive 50% of the member's value of accumulated unused sick leave up to a maximum payment not to exceed \$15,000 per employee which may be taken in a lump sum payment at retirement.

SECTION 6. DISABILITY RETIREMENT

Members who retire under a disability retirement within the meaning of the Police and Firemen's Retirement System shall receive payments in accordance with Section 5, paragraphs (a) and (b) of this Article.

SECTION 7. DEFERRED RETIREMENT

Members severing service to the New Brunswick Police Department after not less than ten years continuous police service to the City of New Brunswick shall receive payment for one-half of the total amount of regular accumulated sick leave, if termination occurs while in good standing, at a rate equal to the salary of said member at the commencement of terminal leave. Such payment shall be made in regular payroll increments until one-half of the total regular accumulated sick leave has been paid. Payment for the other one-half of the total amount of regular accumulated sick leave shall be made by lump sum payment on the day of termination of employment or the end of the nearest pay period thereafter.

ARTICLE VII

Bereavement

Any employee suffering bereavement by reason of death in his family as defined in Chapter 5 of the General Ordinances of the City of New Brunswick, shall receive up to three (3) working days

off with pay for the purpose of attending the funeral or arranging for his personal affairs. In special situations where the request is reasonable, such time may be extended up to seven (7) days. In construing this Article, the City Administrator will give due consideration to the circumstances of any employee who has a death in the family out of state.

ARTICLE VIII

Personal Days

Members shall have five (5) personal days per year to be used for any purpose whatsoever. Personal days may be taken separately or consecutively. However, the member should, whenever possible, give the Shift Commander at least one (1) day notice for each personal day to be taken. In the first calendar year of employment, a new employee shall accrue one (1) personal day at the end of each third month of employment or major portion thereof. Personal days may not be accumulated from year to year.

The City will not have to hire more than two men to cover anyone taking a personal day. The City will grant anyone wanting a personal day on December 24th, 25th, 31st and January 1st, however, the City will not have to grant such days if the manpower would drop below the minimum required to man each shift.

ARTICLE IX

Overtime

In the event that an employee is assigned any overtime work by the City or a superior officer within the Police Department, that employee shall be entitled to receive his time and one-half

for hours worked overtime. Overtime shall be defined as any hours worked by an employee over, beyond and above his regular tour of duty.

In the event that any employee must appear in any court as a result of a case that the employee is involved in arising as a result of employment with the department, the employee shall be paid at time and one-half. This Article is applicable when the employee is called or subpoenaed to Court during his time off from the regular tour of duty or when the time in Court extends beyond his regular tour of duty.

ARTICLE X

Standby Time

Any employee required to "standby" shall be called in to the police station and be paid as if that time was part of his regular tour of duty. The employee shall present himself at the police station in uniform ready for active duty. However, no employee shall be required to "standby" at home or any other place other than the police station. For the purposes of this Article, an employee shall be entitled to a minimum of two (2) hours. With regard to standby time, the employees are required to leave a telephone number where he may be reached at all times.

ARTICLE XI

Uniform Cleaning Allowance

Section 1. The Employer agrees to pay \$450.00 during 1991 and \$450.00 during 1992 to each member of the Police Department as an allowance for the cleaning and standard maintenance of uniforms.

Uniform Allowance

Section 2. Each officer shall receive an annual allowance of \$500.00 during 1993 and \$500.00 during 1992 for the replacement of clothing and equipment. The uniform allowance shall be paid to the employee by the City during the first pay period of each December.

Section 3. If at any time the City makes any uniform change, the initial cost of requiring each officer to change his uniform shall be borne by the City and shall not be borne out of any part of the officer's uniform or cleaning allowance.

Section 4. Any officer who has had his uniform damaged in the line of duty shall have that portion or all of his uniform completely replaced and the costs shall be borne by the City. Any item of personal property, usually carried by an average person, belonging to an officer, which is damaged in the line of duty, shall be replaced and the costs shall be borne by the City, except that the replacement of a watch or time piece shall be limited to a maximum of fifty dollars (\$50.00) and eyeglasses or contact lenses shall be limited to a maximum of one hundred (\$100.00) dollars above replacement costs not covered by insurance for replacement in kind. In no event shall the cost to the City exceed actual replacement cost.

Section 5. There shall be regular inspection of uniforms by designated superiors. If in the superior's discretion, he determines that an officer should change a uniform or part thereof, the officer shall change same. However, said discretion

shall not be used in an arbitrary, capricious or discriminatory manner. Further, the City recognizes and accepts the officer's right to grieve the superior's determination.

ARTICLE XII

Health Benefits

Hospitalization

Section 1. The City shall provide to all full time employees hospitalization and sickness insurance. In the event that the City shall cancel or be cancelled by the hospitalization and sickness plan that was in effect prior to the writing of this contract, it shall be the obligation of the City to provide the same coverage and benefits to the employees with another carrier. In addition, the City will provide a major medical benefit program for all employees and will pay the cost for each employee and his immediate family.

The City shall pay 65% of the costs, for option plans (like HMO), which are selected by the employee. The City agrees to continue benefits to the widow and dependants of a deceased member for a minimum of one year after the death of a member. Said benefits include hospitalization, dental, major medical, prescription and vision.

Section 2. Hospitalization, sickness insurance, dental, major medical, prescription and vision programs that the employee had at the time of retirement shall continue to be provided for retired members and their dependants at no cost to said retired member. Regarding other benefits retired employees are entitled

to participate at group rate.

Section 3. The City agrees that all health insurance benefits may not be changed unilaterally and under no circumstances will the benefit coverage drop below what has already been established to March 31, 1983 coverage through to the present.

Section 4. Dental

The City agrees to upgrade dental benefits at no cost to the employee by July 1, 1989. The upgrade will consist of not less than a 50% co-pay, "Usual, Customary & Reasonable" Coverage Plan.

ARTICLE XIII

Pensions

The City will provide pension and retirement benefits and contribute as heretofore to all employees' coverage by this contract under the Police and Fireman's Retirement System pursuant to provisions of the Statute and Laws of the State of New Jersey.

ARTICLE XIV

Vacations

Sections 1. All employees shall be entitled to annual vacations as per the following schedule:

- A. Upon the completion of one year of service - one week.
- B. Upon the completion of two years of service - two weeks
- C. Upon the completion of three years of service - four weeks.

- D. Upon the completion of ten years of service - five weeks.
- E. Upon the completion of fifteen years of service - six weeks.
- F. Upon the completion of twenty years of service - seven weeks.

Section 2. At the City's option, a member may sell back unused, accumulated vacation leave days at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the City's discretion on or about 1 November of each calendar year.

ARTICLE XV

Longevity

In addition to base pay, the City agrees to pay, as a fringe benefit, and in addition to the regular salary, a longevity increment as per the following schedule:

- A. Upon the completion of four (4) years - 2% of annual base pay.
- B. Upon the completion of eight (8) years - 4% of annual base pay.
- * C. Upon the completion of twelve (12) years - 6% of annual base pay.

- D. Upon the completion of sixteen (16) years - 8% of annual base pay.
- E. Upon the completion of twenty (20) years - 10% of annual base pay.

ARTICLE XVI

Savings Clause

In the event that any provision of this Agreement shall be finally determined to be in violation of applicable Civil Service Law or Regulation such terms shall not impair the validity and enforceability of the remaining provisions of this Agreement.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XVII

Holidays

The City agrees to pay the employee, in addition to the regular salary and as additional compensation, sixteen (16) holidays. Such compensation is equal to one hundred and twenty eight (128) hours pay at the officer's individual hourly rate. This payment is to be made on the first pay day in December. Employees hired during the year shall receive prorata pay for holiday pay.

ARTICLE XVIII

Leave Without Pay

The City Administrator upon the request of an employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to the said employee. Said leave may only be granted by the City Administrator when the written request is endorsed by the Director of Police. The City Administrator may extend such leave for an additional six (6) months. If, however, the said employee overstays such leave, his employment with the City shall be deemed to have terminated. Seniority of the employee shall continue to accumulate during such leave. All provisions of this Article are subject to the appropriate Civil Service Laws.

ARTICLE XIX

1991-1992 Salary Guide

	<u>1991</u>	<u>1992</u>
<u>SERGEANTS</u>	49,450	52,417
<u>LIEUTENANTS</u>	55,878	59,230
<u>CAPTAINS</u>	63,144	66,932

The salary guide figures are based on the following calculations:

- A. 1991 - 6% increase of the 1990 ending base salaries.
- B. 1992 - 6% increase of the 1991 ending base salaries.

There shall be a 15% differential between the rank of Step V Patrolman and Sergeant for calendar years 1991 and 1992. There shall be a 13% differential between the ranks of Sergeant and Lieutenant and between the ranks of Lieutenant and Captain for calendar years 1991 and 1992.

ARTICLE XX

Grievance Procedure

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violations, (alleged or otherwise), of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The PBA may initiate or file a grievance on behalf of an injured or unavailable employee. If there is more than one grievant, the President of the local may elect to sign such a grievance, thus leaving only one grievance and less confusion between the rank and file. All other rights and benefits under this Agreement shall be available to the subject officer during the pendency of any disciplinary proceedings.

Grievance, disputes or controversies which may arise shall be resolved in the following manner:

Section 1. A written grievance shall meet the following specifications:

- (a) It shall be specific.
- (b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- (c) It shall specify the section of the Contract or Rule or Regulation or Statute or Ordinance which has been allegedly

violated, misapplied or as to which the dispute arises.

(d) It shall state the relief requested.

(e) It shall contain the date of the alleged dispute, controversy or issue.

Section 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 3. Step Procedures:

Step One: Within thirty (30) calendar days after its occurrence, or within thirty (30) calendar days after he knew or should have known of its existence, the aggrieved employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within one (1) working day, the grievance shall be reduced to writing with seven (7) calendar days, signed by the aggrieved and submitted to the Lieutenant at Step One. In no event shall a grievance be initiated more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The Lieutenant shall investigate the grievance and provide a written answer to the grievant within three (3) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant to the Director/Chief of police with a copy to the City Administrator.

The Director/Chief of Police shall submit his written answer to the grievant within three (3) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, or if no written response from the Director/Chief of Police is received by the grievant, then the grievance shall be submitted to the City Administrator, by the grievant. The City Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days to grievant, the Director/Chief of Police and the Attorney or representative for the grievant, if any. Any employer grievance will be filed with the PBA President at Step Three. The PBA President shall respond, in writing, within seven (7) calendar days to the City Administrator. The times indicated may be extended by mutual agreement. If the President is the grievant for members of this local, Step Three will be handled by the Vice-President of the local.

Following the submission of the City Administrator's answer, (or the PBA President as indicated in Step Three for employer grievances), matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Step Four: In the event the grievance shall not have been resolved at Step Three, then the grievance will be transmitted and submitted, by the City Administrator, to the Mayor. The

Mayor shall schedule and hold a plenary hearing within fourteen (14) days of its receipt of the grievance from the City Administrator. The Mayor shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The Mayor shall, in advance of the plenary hearing, notify all parties of the date, time and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement.

Step Five: In the event the grievance shall not have been resolved at Step Four, and in the instance of an employer grievance at Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have binding arbitration or in the Courts. In all respects the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of written resolution from the Mayor, which resolution shall embody the decision of the Mayor.

Section 4. Arbitration:

A. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

B. The selection of the independent arbitrator shall be

made pursuant to the rules then existing of the Public Employees Relations Commission.

C. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the employee or employees aggrieved, and the City and the PBA in writing. It shall be the obligation of the arbitrator, to the City and to the PBA, to make his best effort to rule on the cases heard by him within twenty-one (21) calendar days after the hearing.

D. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

E. The power and authority of the arbitrator shall be strictly limited to a determination and the interpretation of the explicit terms of this Agreement, as herein expressly set forth. He shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City or the PBA or employee or to establish or change any wage or rate of pay that has been agreed to in this Agreement except where the arbitrator finds that a clause in the agreement is illegal or unconscionable.

F. The PBA may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings

except with prejudice, unless the City shall consent that such withdrawal or discontinuance is without prejudice.

G. The decision of the arbitrator is final and binding upon parties and the grievance shall be considered permanently resolved.

H. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

I. If the Public Employee Relations Commission is abolished or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

ARTICLE XXI

Standard and Benefits

Section 1. The City hereby agrees that all benefits and conditions of employment including but not limited to holidays, clothing allowance and general working conditions presently in effect for the employees covered hereunder, be maintained and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

Section 2. The City agrees to provide a room for exclusive use by the PBA in Police Headquarters. The responsibility for the condition of the room and its continued maintenance shall rest with the PBA.

Section 3. The City agrees to a payroll savings deduction plan. Said payroll savings deduction plan is to be worked out

between the PBA and the City, for the benefit of its employees, wishing to and authorizing the City in writing to withhold money from their paycheck on a bi-weekly basis, and to place said money in a Bank, Savings Institution, or Savings and Loan Association, mutually agreeable by and between the City, and its employees herein covered.

ARTICLE XXII

General Provisions

A. Both the City and the Employees acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. Further, the waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

B. It is understood and agreed by and between the City and the Employees that if any part of this Agreement is in conflict with applicable State or Federal Laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected thereby.

C. Notwithstanding Paragraph B of this Article any provision in this Agreement which is in conflict with Civil

Service Rules and Regulations shall remain in full force and effect, it being the intention of the parties hereto to supplement the protection afforded to Civil Service employees or Civil Service Laws.

D. Notwithstanding any prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

E. The City agrees that new rules or modifications of existing rules governing working conditions must be negotiated with the P.B.A. and may not be unilaterally established.

ARTICLE XXIII

Post-Termination Employment

Any employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he investigated or was involved in prior to termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation as paid to the employees in the rank he held immediately prior to his termination exclusive of overtime.

ARTICLE XXIV

Personnel Files

There shall be one New Brunswick Police Department employee file, and the employees shall have the right to examine their files at a reasonable time. Employees shall have the further

right to rebut any derogatory material included in their files. No reasonable request to view a file shall be refused, and no advance notice shall be required, except that an employee shall be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by whom, and whether any material has been removed.

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services without just cause. Any such action, asserted by a supervisor, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Civil Service Rules and Regulations.

ARTICLE XXV

Legal Representation and Legal Fees

The City agrees to provide for the defense of actions or proceedings in accordance with N.J.S.A. 40A:14-145. The City further agrees that the officer or officers of the New Brunswick Police Department who are the defendant or defendants in such an action shall have the right to select the Attorney of his/their choice, except that the officer or officers agree that the City shall pay for such legal services pursuant to practice.

ARTICLE XXVI

Police Procedures & Equipment Committee

There shall be a standing committee called the "Police Procedures and Equipment Committee", consisting of the Director/Chief of

Police, the City Administrator, the PBA President, the PBA State Delegate and the one other authorized representative of the local, for the purpose of discussing any matter or material or ideas relevant and helpful to the harmony and efficiency of the Police Department. Such group shall act as a planning and advisory group to resolve and improve working conditions and public safety. Such group shall study equipment and uniforms used in law enforcement and the City Administrator shall make recommendations to the Mayor and Municipal Council concerning the purchase of and use of recommended equipment.

There shall be no more than (1) meeting per month of the Police Procedures and Equipment Committee, except upon mutual consent as requested by the PBA President or the City Administrator. Either party shall submit a letter itemizing the topics to be discussed at the meeting of said committee, which letter shall serve as an agenda for the scheduled meeting. The meeting shall be held within two (2) weeks of the other party's receipt of the letter. Either party may have in attendance, at the meeting, such other necessary advisors as relate to the issues to be discussed.

The Police Procedures and Equipment Committee shall conduct investigations and hold seminars and conferences for the purpose of creating a commendation structure. This Agreement, upon execution, shall serve as written notice to all parties that the aforementioned item is listed, scheduled and agendized and a meeting of all parties shall take place in accordance with this

Agreement. The Committee, shall within a reasonable amount of time, conclude their investigation into the creation of a commendation structure, which may be similar to other Police Departments. All recommendations of the Committee shall be submitted to the City Council with recommendations regarding implementation. All recommendations to the City Council shall be submitted through the City Administrator.

ARTICLE XXVII

Secondary Employment

An employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any Federal, State or Local Law, and providing that such occupation does not cause a conflict of interest with his job as a police officer. The employee shall be required to obtain the permission of the employer before he obtains other employment. Permission to engage in off-duty occupations or work shall not be arbitrarily or unreasonably denied, nor shall harsh or restrictive terms and conditions be set. An employee is limited to a maximum of twenty-five (25) hours per week in any occupation or occupations during his off-duty hours. No officer shall engage in outside employment for more than four (4) hours on a regularly scheduled work day.

ARTICLE XXVIII

Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the City in any way in the exercise of

the rights, powers and authority which the City had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers, and authority. The PBA recognizes that the City's rights, power and authority include, but are not limited to:

- (a) The right to manage its operation;
- (b) Direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge or lay-off. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause;
- (c) The right to make all plans and decisions on matters involving its operations;
- (d) The extent to which any Department thereof shall be operated, the conditions thereto and replacements, curtailments or transfers thereof;
- (e) Removal of equipment;
- (f) Outside purchase of products or services;
- (g) The scheduling of operations;
- (h) Means and processes of operations;
- (i) Materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities;
- (j) To maintain discipline and efficiency of employees and to prescribe rules to that effect;
- (k) To establish and change standards of performance;
- (l) Determine qualifications of employees;

(m) Regulate quality and quantity of performance;

(n) To run a Department efficiently.

The City in the exercise of any of its management rights shall, however, be bound by the terms of the Agreement and abide by same. The City shall exercise its management rights in accordance with Law and due process. The recognition of the management rights of the City is not a waiver by the PBA or its members of any rights, benefits or privileges that the PBA or its members may have under this Agreement or any other authority.

The PBA and its members shall have the right to grieve, under this Agreement, the unreasonable and/or arbitrary exercise of any of the foregoing management rights of the City.

ASSOCIATION BUSINESS

Section 1. The employer agrees to grant the necessary time off without loss of pay, including reasonable travel time, to the members of the Association selected as delegates to attend any state or national convention of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4, but not more than three (3) including the delegate and two (2) alternates.

Section 2. The employer shall grant time off without loss of pay to the legislative state delegate of the New Jersey State PBA, or his designee, to conduct association business on the state or local level and to attend monthly state, county conference, and scheduled tri-county meetings which require their attendance.

Section 3. The PBA President, or his designee, and recording secretary, or his designee, shall also be granted similar time off without loss of pay to conduct association business as required by the Association and the administrative officials of the employer. The Director/Chief of Police shall not deny a reasonable request for such time off.

Section 4. A copy of all notices regarding police department business shall be sent to the PBA President prior to posting or disseminating to all employees.

ARTICLE XXX
MISCELLANEOUS

Workshops, Seminars, Special Training

Section 1. On those occasions when an officer is required to attend a workshop, seminar, or special training program he shall be provided with a \$15.00 per diem meal allowance. The per diem meal allowance shall not apply if said allowance is already provided for as part of a registration fee or in some way included in the overall costs of a workshop, seminar or special training program.

Section 2. The Director/Chief of Police shall make every reasonable effort to provide a City owned police vehicle for out of county assignments as well as those occasions when an officer or officers are assigned to participate in a workshop, seminar, or special training program. If a City owned police vehicle is unavailable and the Director/Chief or designee has granted authorization to use one's own vehicle, the officer shall be reimbursed in a timely manner a mileage allowance equivalent to \$.22 per mile.

ARTICLE XXXI

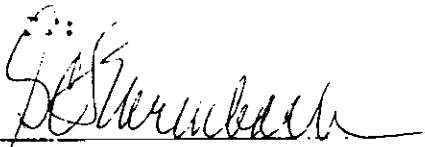
SENIORITY

Officers of the New Brunswick Police Department shall be entitled to select their vacation and meal time based on their seniority with the New Brunswick Police Department.

This agreement incorporates the provisions of an addendum to an agreement between PBA Local 23 and the City of New Brunswick between January 1, 1982 and December 31, 1982.

Positions in the patrol division shall be selected and/or assigned on the basis of seniority except in those situations where special skills and/or qualifications may be required or emergent matters dictate a deviation from seniority.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, on this 5TH day of FEBRUARY, 1992.



THE CITY OF NEW BRUNSWICK

ATTEST:

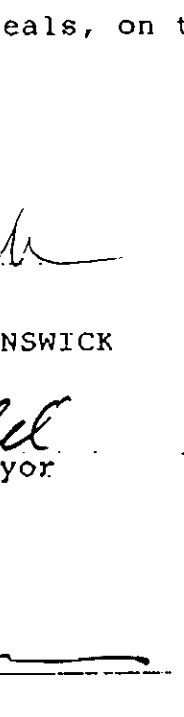


JAMES M. CAHILL, Mayor




Rocco J. Catanese, City Clerk

WITNESSED:



POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 23A, INC.



ROGER REGAN, President